

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 3, 2009

LEASE NO.

GS - 07B - 16703

THIS LEASE, made and entered into this date by and between SAID M. IBRAHIM

Whose address is



and whose interest in the property hereinafter described is that of **OWNER**
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 1,835 (RSF) of office and related space, which yields 1,674 ANSI/BOMA Office Area square feet (USF) of space at Warrior Plaza, 1314 E. Central Blvd., Anadarko, OK to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are eleven (11) onsite, surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the space is accepted for beneficial occupancy by the Government through the following ten (10) years, three (3) years firm. Subject to termination rights as stated in Paragraph 4 of this lease. The acceptance inspection will be conducted within ten (10) working days of notification by the Lessor that the space is ready for occupancy. The occupancy date, square footage, and rental rate will be established by a Supplemental Lease Agreement based upon the Government and Lessor's agreement or actual field measurement for acceptance of beneficial occupancy.

3. The Government shall pay the Lessor annual rent of \$27,341.50 at the rate of \$2,278.46 per month in arrears. Rent for a lesser period shall be prorated. Lessor shall sign up for Electronic Funds Transfer. Rent checks shall be made payable to: Said M. Ibrahim, [Redacted]

4. The Government may terminate this lease in whole or in part at any time on or after the firm term by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 80K2085 dated 5.5.09

B. Build out in accordance with standards set forth in SFO 80K2085 dated 5.5.09 and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy. The Lessor hereby waives restoration.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Said M Ibrahim

BY

(Signature)

IN PRESENCE OF

(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

(Official Title)

6. The following are attached and made a part hereof:

Solicitation for Offers 8OK2085 dated 5.5.09.

GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)

GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)

7. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.15 (1,835 RSF / 1,674 USF).

8. In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$7.10 per RSF (\$13,028.50/annum).

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the Government's percentage of occupancy is established to be 8.37% (1,674 RSF / 20,000 RSF).

10. There shall be no adjustment for vacated premises, as described in the SFO paragraph entitled *Adjustment for Vacated Premises*, GSAR 552.270-16 (VARIATION) (DEC 2005).

11. In accordance with the SFO paragraph entitled *Overtime Usage* (AUG 2008), there will be no charge for usage outside of the normal hours established in the lease.

12. The Lessor has agreed to fund the Tenant Improvements up to a maximum of \$5,000 at no cost to the Government. Should the Tenant Improvements exceed this amount, the Government's Tenant Improvement allowance may be used. The total Tenant Improvement allowance available for alterations is \$47,558.34. This amount will be amortized at a rate to be negotiated by the Contracting Officer, over the firm term of the lease.

13. All questions pertaining to this lease contract shall be submitted in writing to the GSA Contracting Officer. The Government occupant (Office of Special Trustee for American Indians) is not authorized to administer the lease contract, and the GSA assumes no responsibility for any costs incurred by the Lessor except as provided by the term of the lease contract or authorized in writing by the GSA Contracting Officer.

14. Title to all items for which the Government makes payments through the rent or a lump sum payment throughout the entire lease term shall vest in the Government. The Government can remove these items at any time during the lease term. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If, after the lease term or any extension, renewal or succeeding lease term, the Government elects to abandon any item in place, title shall pass to the Lessor.

15. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation" or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "leased premises."

16. The Lessor will not be reimbursed for any services not provided for in this Lease, including, but not limited to repairs, alterations or overtime services, nor will any rental be paid for occupancy of the leased premises in whole or in part except for the lease term specified herein, unless approved in advance and in writing by an authorized official of the General Services Administration.

LESSOR

BY



UNITED STATES OF AMERICA

BY

